

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

EASTSIDE MASONRY PRODUCTS, INC.,  
a Washington corporation,

Plaintiff,

v.

NATIONAL FIRE INSURANCE COMPANY  
OF HARTFORD,

Defendant.

No.: 2:14-cv-01866

**NOTICE OF REMOVAL**

**REMOVED FROM THE SUPERIOR  
COURT OF WASHINGTON FOR KING  
COUNTY, CAUSE NO. 14-2-30539-7 SEA**

**TO: THE JUDGES AND CLERK OF THE UNITED STATES DISTRICT COURT,  
WESTERN DISTRICT OF WASHINGTON AT SEATTLE**

**AND TO: PLAINTIFFS AND THEIR COUNSEL**

Defendant National Fire Insurance Company of Hartford (hereinafter referred to as  
"National Fire") hereby gives notice that this matter is removed to the United States District  
Court for the Western District of Washington at Seattle pursuant to 28 U.S.C. §§ 1332, 1441  
and 1446.

On or about November 10, 2014, plaintiff filed a Complaint in the Superior Court of  
Washington for King County. *See* Complaint for Damages ("Complaint") attached hereto  
pursuant to LCR 101 as Ex. A. The action was assigned cause number 14-2-30539-7 SEA. In  
compliance with 28 U.S.C. § 1446(a), a copy of this Notice of Removal will be filed with the

King County Superior Court, and a copy of such state court notice is attached hereto as Ex. B. As required by the same statute, National Fire's Notice of Removal and all exhibits and supporting materials will be promptly served upon plaintiff.

By filing this Notice of Removal, removing defendant does not waive, but rather expressly reserves all rights, defenses, and objections of any nature that it may have to plaintiff's claims.

**A. Basis for Jurisdiction in Federal Court**

This suit is a civil action, over which this Court has jurisdiction under 28 U.S.C. §§ 1331 and 1332 and thus is one that may be removed to this Court by defendant pursuant to the provisions of 28 U.S.C. § 1441. Federal diversity jurisdiction exists because the citizenship of the parties is diverse, defendant National Fire is a Connecticut company with principal place of business in Chicago, Illinois, and the amount in controversy exceeds \$75,000.

Plaintiff is incorporated in Washington and has its principal place of business in King County, Washington. *See* Plaintiff's Complaint ¶ 1.1. Defendant National Fire is a corporation organized under the laws of the state of Connecticut (*see* Declaration of Curt Feig ("Feig Decl."), ¶ 5, Ex. B), with its principal place of business in Chicago, Illinois (*see, e.g.,* Feig Decl., ¶ 6, Ex. C).

Plaintiff's Complaint seeks declaratory relief and damages based upon alleged breach of contract, bad faith, violation of Washington's Consumer Protection Act ("CPA") and violation of the Insurance Fair Conduct Act ("IFCA"). *See generally* Complaint. Consistent with Washington's pleading rules, plaintiff's Complaint does not allege a specific quantum of claim or damage. However, plaintiff's Complaint indicates that it seeks damages for property damage to the "Monroe property" at issue in this case. *See Id.* (Prayer for Relief). As part of its investigation of plaintiff's claim, National Fire retained building damage consultant Young & Associates, Inc. to conduct an investigation of the Monroe property and to provide, in part, a preliminary repair estimate for plaintiff's claimed damages. *See* Feig Decl., ¶ 7, Ex. D.

1 Young & Associates' preliminary evaluation report, dated October 23, 2013, estimated  
2 property damage repair costs to be \$331,558. *Id.* at p.6.

3 In addition, plaintiff's claims for insurance bad faith, and violation of the CPA and  
4 IFCA, if established, would entitle plaintiff to recover all costs and attorney fees incurred, the  
5 full value of the claim, and potentially treble damages. *See id.*

6 Based upon the foregoing, National Fire believes in good faith and asserts that the  
7 preponderance of the evidence establishes that the actual amount in controversy exceeds the  
8 jurisdictional minimum of \$75,000.

9 **B. Priority and Timeliness of Removal**

10 The Superior Court action is removable to the Federal Court under 28 U.S.C. §  
11 1446(b), which provides that a case may be removed within thirty days from receipt by the  
12 defendant, through service or otherwise. Plaintiff's Complaint was filed on November 10,  
13 2014, and was served on the Washington State Insurance Commissioner on November 13,  
14 2014. *See* attached Complaint. As such, this Notice of Removal is timely filed within thirty  
15 days after receipt of the Summons and Complaint as required by 28 U.S.C. § 1446(b).

16 **C. Intradistrict Assignment.**

17 Plaintiff's Complaint alleges that the subject insured property is located in Monroe,  
18 Snohomish County, Washington. *See* Complaint. This Court is within the district embracing  
19 the place where the state action is pending and, thus, this Court is the appropriate court of  
20 removal pursuant to 28 U.S.C. § 1441(a). Pursuant to LCR 3(d), the case should be assigned  
21 to the Seattle Division.

22 **D. Conclusion**

23 WHEREFORE, defendant National Fire gives notice that this action, now pending in  
24 the Superior Court of the State of Washington for King County as Case No. 14-2-30539-7  
25 SEA is hereby removed to this Court.  
26

1 DATED this 9th day of December, 2014.

2 NICOLL BLACK & FEIG PLLC

3  
4 /s/ Curt H. Feig

5 /s/ Thomas J. Braun

6 Curt H. Feig, WSBA #19890

7 Thomas J. Braun, WSBA #34209

8 Attorneys for National Fire Insurance  
9 Company of Hartford  
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**DECLARATION OF SERVICE**

I, Jeanette Hendricks, hereby declare and state as follows:

I am a citizen of the United States and a resident of the State of Washington; I am over the age of eighteen years and not a party to the within action; my business address is Nicoll Black & Feig PLLC, 1325 Fourth Avenue, Suite 1650, Seattle, WA 98101.

On the date set forth below, I caused to be served

• **NOTICE OF REMOVAL**

in the within matter by arranging for a copy to be delivered on the interested parties in said action, in the manner described below, addressed as follows:

Andrew J. Kinstler

Shawn Q. Butler

Helsell Fetterman LLP

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  X   VIA HAND DELIVERY

       VIA FACSIMILE

       VIA U.S. MAIL

I declare under penalty of perjury that the foregoing is true and correct, and that this declaration was executed on December 9, 2014, at Seattle, Washington.

  
Jeanette Hendricks